

VILLAGE OF PENINSULA, OHIO

RESOLUTION NO.: 23-2019

INTRODUCED BY: Councilperson Schneider

DATE PASSED: September 9 2019

**A RESOLUTION AUTHORIZING A POLICE PROTECTION SERVICES AGREEMENT
WITH BOSTON TOWNSHIP FOR 2020, 2021, AND 2022**

WHEREAS, the Village of Peninsula ("the Village") presently provides police protection services to Boston Township ("the Township") pursuant to an agreement between the parties; and

WHEREAS, the present Police Protection Services agreement between the parties expires on December 31, 2019; and

WHEREAS, the Village and Township desire to enter into the attached, new, three year agreement for the provision of police protection services.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Peninsula, Summit County, Ohio, to wit:

SECTION 1. That Council hereby and herein authorizes and directs the Mayor and Fiscal Officer to enter into the attached Police Protection Services Agreement with Boston Township for the years 2020, 2021, and 2022.

SECTION 2. All formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect and be in force as of the earliest date permitted by law.

SECTION 4. Effective Date. This Resolution shall take effect on the 9 day of September, 2019.

IN WITNESS WHEREOF, we have hereunto set our hands this 9 day of September, 2019.

Passed:



Douglas G. Mayer, Mayor


Attest:



Deborah Wordell, Fiscal Officer

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Approved as to Legal Form.



Bradric T. Bryan, Solicitor

I, Deborah Wordell, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly passed by the Council of the Village of Peninsula, at a meeting held on the _____ day of _____, 2019.



Deborah Wordell, Fiscal Officer

Posting Certificate

I, Deborah Wordell, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, hereby certify that there is no newspaper published in the Municipality, and publication of the foregoing Resolution was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the _____ day of _____, 2019, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.



Deborah Wordell, Fiscal Officer

**AGREEMENT BETWEEN THE VILLAGE OF PENINSULA AND
BOSTON TOWNSHIP FOR POLICE PROTECTION SERVICES**

THIS AGREEMENT, by and between the VILLAGE OF PENINSULA (the "Village") and BOSTON TOWNSHIP (the "Township") for Police Protection Services, is effective January 1, 2020.

WHEREAS, the Township desires to procure police protection and patrol services ("Police Protection and Patrol Services") for the Township and its citizens from the Village of Peninsula Police Department; and

WHEREAS, the Village desires to provide Police Protection and Patrol Services to the Township through the Police Department of the Village of Peninsula (the "Police Department"); and

WHEREAS, the Village is presently providing Police Protection and Patrol Services to the Township pursuant to an agreement between the parties, and the Village and the Township wish to enter into an agreement for a new three year term; and

WHEREAS, the Village Council adopted Resolution Number 23-2019 on _____, 2019, authorizing the Mayor and Fiscal Officer to execute this Agreement on behalf of the Village; and

WHEREAS, the Township Trustees adopted Resolution Number 2019-_____-____ on _____, 2019, authorizing the Township to enter into this Agreement;

NOW, THEREFORE, in consideration of the forgoing and the following mutual promises and covenants, the parties agree as follows:

1. The Village shall provide Police Protection and Patrol Services and respond to calls in the Township during the term of this Agreement, which shall be for a period of three (3) years commencing January 1, 2020 and ending December 31, 2022, provided however, that either party may terminate this Agreement by giving at least ninety (90) days written notice of its intent to terminate the Agreement to the other party.
2. The Peninsula Police Department shall provide one (1) officer dedicated to the Township for Police Protection and Patrol Services fourteen (14) hours per day for five (5) days per week (Sunday through Thursday) and sixteen (16) hours per day for two (2) days per week (Friday and Saturday).
3. Police Protection and Patrol Services are provided to the Township solely pursuant to policies promulgated by the Village.
4. The Village shall maintain a log of incident and accident reports occurring within the Township. These records shall be made available to the Township at its request and upon reasonable notice, provided, however, that the Police Department may decline or refuse to release any information regarding any incident when the Police Department determines that such disclosure would compromise the investigation or prosecution of such incident or endanger police personnel or other persons. The Village agrees it shall not disclose any public records that are exempt from disclosure pursuant to the Ohio Public Records Act (R.C. 149.43). Semi-monthly, the Peninsula Police Chief will prepare a Police Activity Report that will be emailed to the Township Trustees.

5. The Peninsula Police Department is granted, and shall have the full and complete authority to enforce all state statutes relating to providing Police Protection and Patrol Services and guard the health, safety, and morals of persons and property within the Township, including, without limitation, making arrests and issuing citations to persons violating such statutes.

6. The Township agrees to pay the Village according to the following schedule for Police Protection and Patrol Services provided herein:

| <u>Contract Year</u> | <u>Yearly Total</u> | <u>Monthly Payments</u> |
|----------------------|---------------------|-------------------------|
| 2020 | \$272,837 | \$22,736 |
| 2021 | \$281,022 | \$23,419 |
| 2022 | \$289,453 | \$24,121 |

The above figures represent a three percent (3%) increase per year. Payments will be made to the Village in monthly installments as indicated in the above schedule and are due by the first day of each month in advance. If this Agreement is terminated early pursuant to Section 1 of this Agreement, the payment for the final month of this Agreement shall be prorated according to the number of days the contract is in effect in the last calendar month of the Agreement.

During the term of this Agreement, the Township may request the Village to put an additional officer or officers on duty to provide Police Protection and Patrol Services for the Township. Such requests will be effectuated at the discretion of the Village Police Chief based upon staffing availability. The charge for additional Police Protection and Patrol Services staffing shall be \$51.44 per hour per officer in 2020, \$52.98 per hour per officer in 2021, and \$54.57 per hour per officer in 2022.

7. The Township shall pay all jail fees and expenses, court costs, and public defender fees resulting from arrests, citations, or prosecutions of defendants for offenses arising within the Township within thirty (30) days of billing without offset. The Township shall be responsible for securing prosecution services for any offenses arising within the Township through the City of Stow Law Department and/or the Summit County Prosecutor's Office.

8. The Police Department shall cooperate with all law enforcement agencies regarding law enforcement matters within the Township.

9. The Village is required to maintain law enforcement liability insurance for its Police Department and police officers that provides coverage for all Police Protection and Patrol Services provided to the Township by the Village.

10. The Village Police Chief (or his designee if the Chief is on vacation, sick leave, or other type of leave) will attend the first Trustees meeting of the month, and a Village Police Department designee will attend the second Trustees meeting of the month.

11. The Township Board of Trustees shall designate one of its Trustees as its Liaison (the "Liaison") to the Village Police Department. In the event any issues or disputes arise regarding the

interpretation of this Agreement or the provision of services hereunder, the Liaison shall meet and confer with the Chief of Police in order to resolve such issues or disputes. If the issues or disputes cannot be satisfactorily resolved, the Liaison shall meet with the Mayor of the Village or his/her designee. If the Liaison and the Mayor or designee cannot resolve the issues or disputes, the Township Board of Trustees shall meet with the Village Council to resolve such issues or disputes. If the Council and the Board of Trustees cannot resolve the issues or disputes, the matter shall be submitted to a panel of three arbitrators. The Village shall select one arbitrator, the Trustees shall select one arbitrator, and the two arbitrators shall select a third arbitrator, who shall serve as the chairperson. Such arbitration shall be binding upon the parties. In the alternative, or in addition to binding arbitration, the Village and the Township may elect to engage in a non-binding mediation of the dispute, utilizing a mediator that both the Village and the Township can agree upon. In no event shall the Village cease to provide police services due to a dispute under this Agreement, nor shall the Township withhold any payments due hereunder.

IN WITNESS WHEREOF, each party has executed this Agreement through its undersigned, appropriate, duly authorized representatives, as set forth below.

Boston Township

Village of Peninsula

Amy Anderson, Trustee

Douglas G. Mayer, Mayor

Randy Bergdorf, Trustee

Deborah Wordell, Fiscal Officer

William Clifton, Trustee

Approved as to Legal Form:

Township Attorney

Village Solicitor